DOO PUT-INVEST
NOVI SAD
Broj: 918
Datum: 27.12.2023.

Contract NO. 2023-ERGS-XSTL-LW-062-01

ANNEX 1

Subcontract for Asphalt Work for Overpass Km135+112

Km135+112 桥梁沥青作业分包合同补充协议一

CONTRACTOR: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

SUBCONTRACTOR: DOO PUT-INVEST NOVI SAD

Annex 1 for
Subcontract for Asphalt Work for Overpass
Km135+112

Closed on 27.12.2023. in Subotica between the contracting parties:
1. SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije i Kine 4, 11070 Novi Beograd. Represented by Wang Yong (CONTRACTOR)

And

2. DOO PUT-INVEST NOVI SAD, MB: 08677212, PIB: 100398303, Georgija Kneževića 3, 21000, Novi Sad. Represented by Dragana Pajčin and Gordana Bulatović (SUBCONTRACTOR)

Introductory provisions:
It is noted that previously on 21.12.2023. was concluded Subcontract for Asphalt Work for Overpass Km135+112 which is now annexed due to the current situation of qualified working surface which do not meet the previous condition of asphalt paving.

On the basis of the above and in accordance with the Article 2 paragraph 6 of the subcontract, this annex is concluded for subcontracting additional works and the redefinition of certain contractual conditions.

Article 1.
The subject of this annex is subcontracting the performance of the following additional works:

Description	Unit	Quantity	Unit price in euro	Price in euro
Construction of leveling Layer with Concrete AB 11s (PmB 45/80-65). This position includes procurement, transportation, spread out and compaction. Calculation per t.	t	85.00	153,2	13.022,00

Km135+112 桥梁沥青作业分包合同补充协议 1

合同方之间于 2023 年 12 月 27 日在苏博蒂察签订：
1. SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije i Kine 4, 11070 Novi Beograd. Represented by Wang Yong (CONTRACTOR)

And

2. DOO PUT-INVEST NOVI SAD, MB: 08677212, PIB: 100398303, Georgija Kneževića 3, 21000, Novi Sad. Represented by Dragana Pajčin and Gordana Bulatović (SUBCONTRACTOR)

介绍性规定：
根据 2023 年 12 月 21 日已签订 Km135+112 桥梁沥青作业分包合同，因现存作业面与设计沥青摊铺条件存在偏差，现签署补充协议：

在此基础上，并根据分包合同第 2 条第 6 款的规定，特签署本补充协议，以分包新增工程并重新确定某些合同条款。

第 1 条
本补充协议的主题是分包以下新增工程的实施：

工程描述	单位	数量	单价	总价
使用混凝土 AB 11s (PmB 45/80-65) 施工找平层。包括采购、运输、摊铺和压实。按每吨计量	t	85.00	153,2	13.022,00

Article 2.

Due to the subcontracting of additional works, Article 2 is amended so that it now reads:

The Contractor undertakes to pay the Subcontractor for the performed works according to the Unit prices from the Priced Bills of quantity in the Appendix 1 and additional works from Annex 1 of Subcontract, which estimated total amounts to **EUR 58.521,40 (This estimated amount includes the amount calculated in contrac no.2023-ERGS-XSTL-LW-062).**

The price does not include VAT, which will be calculated in accordance with binding legal provisions.

The total value of the works will be determined on the basis of the actually performed works, registered and proven through the construction book, with the application of unit prices from Priced Bills of quantity in the Appendix 1 and additional works from Annex 1 of Subcontract, with the consent of the Contractor.

Contractor and his person who will supervise the works shall approve/modify necessary documents such as the construction book, situations (including the supporting documents of completed work) within 7 days after Contractor receiving the documents submitted by Subcontractor otherwise, it will be considered approved upon expiry of the deadline

The subcontractor is obliged to perform all possible additional works at the agreed unit prices, with the consent of the Contractor.

If there is a need to perform additional works that are not the subject of this contract (subsequent and unforeseen works), the contracting parties will define their performance in an annex to the contract.

Article 3.

The article 5 of the subcontract is changed so that it now reads:
"The subcontractor is able to complete all asphalt paving of the Km135+ 112 bridge on December 28 and 29.

Any delay or suspension of works without the fault of Subcontractor implies the obligation to re-conclude the annex and redefine all contractual conditions.

The contractor is obliged to promptly provide barrier-free access road and space for subcontractors to organize the construction and carry out the contracted works."

第 2 条

因分包新增工程，现将第二条修改为：

承包商承诺根据分包合同附件 1 中的已标价工程量清单，及新增工程补充协议 1 中的单价向分包商支付已完成的工程费用，预计总额为 **58.521,40** 欧元（本预估金额已包含 2023-ERGS-XSTL-LW-062 中的金额）。

该价格不包含增值税，增值税将根据具有约束力的法律规定计算。

工程总价值将根据实际完成的工程确定，并通过施工书记录和认证，采用承包商已同意的附件 1 已标价工程量清单及补充协议 1 中的单价。

承包商及其管理人员应在承包商收到分包商提交的文件后 7 天内批准/修改施工书、IPC（包括已完成工程的证明文件）等必要文件，否则，逾期即视为批准。

经承包商同意，分包商有义务按照商定的单价实施所有可能的额外工程。

如果需要执行不属于本合同主题的新增工作（后续和不可预见的工作），合同方将在合同附件中定义其执行情况。

第 3 条

分包合同第 5 条修改为：

分包商在 12 月 28 日至 29 日完成 Km135 +112 桥所有的沥青摊铺。

非分包商过错的任何工程延误或暂停都意味着有义务重新签订附件并重新定义所有合同条件。

承包商有义务及时为分包商提供无障碍通道和场地，以便其组织施工和实施承包工程。

Article 4.

Article 9 paragraph 1 is amended so that it now reads:

"The subcontractor does not provide a guarantee period for the performed works, because based on the observed condition on the ground, it was concluded that the previous works were not performed in accordance with the project, as vertical deviations appear that require leveling layer with concrete AB 11s (PmB 45/80-65).

The contracting parties will carry out a handover of the works, after the completion of the works, within 14 days from the date of entry in the construction log that the works have been completed, otherwise, upon the expiration of the deadline, it will be considered that the handover was made without objections.

Paragraph 3 in Article 9 of the subcontract is deleted."

Article 5

Attached to this annex are copy reports before starting asphalting work, in which deviations from the project are stated, which caused the need to conclude this annex.

Article 6

All other provisions of the subcontract remain in force.

Article 7.

This Annex is drawn up in English and Chinese in 4 (four) identical copies, if there is any ambiguity between the languages, the English language shall prevail and is an integral part of the Subcontract for Asphalt Work for Overpass Km135+112.

第 4 条

第 9 条第 1 款修改为：

分包商不为已完成的工程提供保证期，因为根据现场观察的情况，得出的结论是之前的工程没有按照项目进行，
由于出现垂直偏差，需要使用混凝土 AB 11s (PmB 45/80-65) 找平层。

合同双方将在工程竣工后进行工程移交，
自工程竣工登记之日起 14 天内，逾期视为无异议移交。

删去分包合同第九条第三款。

第 5 条

本补充协议所附的是沥青铺设工作开始前的复核报告，其中说明了与设计的偏差，特此签署本补充协议。

第 6 条

分包合同的所有其他条款仍然有效。

第 7 条

本补充协议以英文及中文起草，一式四（肆）份，是 Km135+112 桥梁沥青作业分包合同不可分割的一部分。

Subcontractor：DOO PUT-INVEST NOVI SAD

Representative: Dragana Pajčin and Gordana Bulatović

Contractor: SHANDONG LUQIAO GROUP CO. LTD
OGRANAK BEOGRAD-Novi Beograd

Representative: Wang Yong

DOKUMENT ODOBRIO

Ime i prezime	Potpis